

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

January 29, 2008

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWER LATERALS - MARINA DEL REY (SUPERVISORIAL DISTRICT 4) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Award the contract for Closed-Circuit Television Inspection of Sewer Laterals – Marina del Rey in a sum not to exceed \$85,000 to Hoffman Southwest Corporation d.b.a. Professional Pipe Service, located in Mission Viejo, California. This contract will be for a term of 240 calendar days from the date of the Notice to Proceed to be issued by the Department of Public Works upon your Board's approval.
- Authorize the Director of Public Works or his designee to execute the contract; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide for closed-circuit television inspection of sewer laterals within the unincorporated County area of Marina del Rey.

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<u>Implementation of Strategic Plan Goals</u>

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). Having a contractor that has the specialized expertise to provide these services accurately, efficiently, and in a timely manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

The contract is for an amount not to exceed \$85,000. This amount is based on the unit prices quoted by the contractor and our estimated utilization of the contractor's services.

Financing for these services is included in the Fiscal Year 2007-08 Internal Service Fund Budget, which will be reimbursed by a Departmental Service Order (DSO) from the Department of Beaches and Harbors. The Department of Beaches and Harbors will fund the DSO from its Fiscal Year 2007-08 Operating Budget. Total expenditures for this service, however, will not exceed the contract amount approved by your Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contract with Hoffman Southwest Corporation d.b.a. Professional Pipe Service, located in Mission Viejo, California, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN/GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

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Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Hoffman Southwest Corporation d.b.a. Professional Pipe Service. Following your Board's approval, this contract will be for a period of 240 calendar days commencing upon issuance of the Notice to Proceed.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on September 4, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

On September 4, 2007, Public Works solicited proposals from 158 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

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On October 24, 2007, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, Hoffman Southwest Corporation d.b.a. Professional Pipe Service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.
Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF:DLW GZ:dw

Attachments (2)

c: County Counsel
Department of Public Works (Sewer Maintenance)

SAMPLE AGREEMENT FOR

CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWER LATERALS -

MARINA DEL REY

THIS AGREEMENT, made and entered into this	day of	, 2007,
by and between the COUNTY OF LOS ANGELES, a sub-	division of the S	State of California,
a body corporate and politic (hereinafter referred to	as COUNTY)	and HOFFMAN
SOUTHWEST CORPORATION d.b.a. PROFESSIONAL	_ PIPE SERVÍ	CE, a Corporation
(hereinafter referred to as CONTRACTOR).		•

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 24, 2007, hereby agrees to provide services as described in the attached specifications for Closed-Circuit Television Inspection of Sewer Laterals – Marina del Rey, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Marina del Rey S.M.D. Sewer Lateral Project Areas; Exhibit F Televising of House Laterals in Marina del Rey; Exhibit G Inspection Report; Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract Documents.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$85,000 or such greater amount as the Board may approve (Maximum Contract Sum).

<u>FOURTH</u>: The CONTRACTOR shall complete all work and services required hereunder within 240 calendar days from the date of the Notice to Proceed to be issued by the COUNTY. Failure to complete on time shall be subject to liquidated damages as provided in section M of Exhibit A.

<u>FIFTH</u>: The CONTRACTOR shall bill bi-monthly, with completed report of Closed-Circuit Television (CCTV) for the work performed during the preceding two months. Work performed shall be billed at the prices quoted in Form PW-2, Schedule of Prices. A minimum of 80 lateral inspections every two months shall be completed by the CONTRACTOR, which shall include completed reports submitted by CONTRACTOR to COUNTY for review.

// // // <u>SIXTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

<u>ELEVENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

TWELFTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

 IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES
	By Director of Public Works
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
ByDeputy	HOFFMAN SOUTHWEST CORPORATION A CALIFORNIA CORPORATION d.b.a PROFESSIONAL PIPE SERVICE By
	Type or Print Name By Its Secretary
	Type or Print Name

ATTACHMENT B

Award information has not been added at this time.

Bid Information

Bid Number: PW-ASD 688

Bid Title: CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWER LATERALS - MARINA DEL REY (2007-

AN056)

Bid Type: Service

Department: Public Works

Commodity: SEWER INSPECTION EQUIPMENT

Open Date: 9/4/2007

Closing Date: 9/18/2007 9:00 AM

Notice of Intent to Award : $\underline{\text{View Detail}}$

Bid Amount: \$ 110,000

Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Closed-Circuit
Television Inspection of Sewer Laterals – Marina Del Rey (2007-AN056). The total contract amount of
this service is estimated to be \$110,000. If not enclosed with this letter, the Request for Proposals (RFP)
with contract specifications, forms, and instructions for preparing and submitting proposals may be
requested by accessing this link at ftp://dpwftp.co.la.ca.us/solicitationdocuments/cctv_marina.pdf or from

Ms. Lorena Calderon at (626) 458 4169, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer must possess a California C-42 Contractor's License and the Closed-Circuit Television (CCTV) operators shall be certified by the National Association of Sewer Service Companies (NASSCO) by passing the Pipeline Assessment and Certification Program (PACP) at the time proposals are submitted.

A Proposers' Conference will be held on Tuesday, September 18, 2007, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Tuesday, October 2, 2007, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number above.

Contact Name: Lorena Calderon Contact Phone#: (626) 458-4169

Contact Email: lcalderon@dpw.lacounty.gov

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